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#### **Contract Database Metadata Elements**

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Union: **Kendall Bus Drivers Association**

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Kendall Central School District And  
Kendall Bus Drivers Assn

**AGREEMENT**

**Between the**

**SUPERINTENDENT OF KENDALL CENTRAL SCHOOL DISTRICT**

**and the**

**KENDALL BUS DRIVERS ASSOCIATION**

**JULY 1, 2001 THROUGH JUNE 30, 2004**

**RECEIVED**

**AUG 22 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

RECOGNITION AGREEMENT

Between

KENDALL BOARD OF EDUCATION AND KENDALL BUS DRIVERS ASSOCIATION

PREAMBLE

In order --

to effectuate the provisions of Chapter 392 of the NYS Laws of 1967 known as the Public Employees' Fair Employment Act, to encourage and increase effective harmonious working relationships between the Kendall Board of Education, hereinafter referred to as the "Board", the Superintendent of Schools, hereinafter referred to as the "Superintendent", its bus driver employees represented by the Kendall Bus Drivers Association, hereinafter referred to as the "Association",

the Kendall Bus Drivers Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

RECOGNITION AGREEMENT

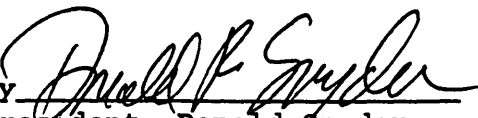
The Association recognizes that the Board is the policy-making body charged with the responsibility of interpreting the District needs and desires of the community and of translating them into policies and programs.

The Board recognizes the Kendall Bus Drivers Association as the exclusive negotiating unit for all regularly employed bus drivers of the Kendall Central School District except part-time drivers, substitutes and bus mechanics.

This recognition shall continue in effect as long as the Association verifies through a notarized membership list that a majority of the bus driver employees of the District are members of the Kendall Bus Drivers Association subject to the provisions of Section 208 of the Civil Service (Taylor) Law.

BOARD OF EDUCATION  
KENDALL CENTRAL SCHOOL

KENDALL BUS DRIVERS ASSOCIATION

by   
President, Donald Snyder

by   
President, Margaret Ellis

ARTICLE I

NON - DISCRIMINATION

No bus driver or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Association or activities on behalf of the Association. Neither the District nor the Association shall discriminate for or against any bus driver or applicant for employment covered by this Agreement on account of race, sex, color, religious creed, political affiliation, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE II

ASSOCIATION SECURITY AND CHECK-OFF

Section 1. The Superintendent will make available to all bus drivers in the bargaining unit within a reasonable period of time following the execution thereof a copy of this Agreement.

Section 2. The Superintendent will make available to all employees entering the bargaining unit a copy of the Agreement.

Section 3. Upon receipt of a written authorization from the employee on a Form supplied by the Association, the District shall deduct Association dues on a prorated basis and shall remit the monies collected to the President of the Association once each month. The Association agrees to indemnify and hold harmless the District from any causes of action, claims, loss, or damages incurred as a result of this clause.

Section 4. The Association will initially notify the Superintendent as to the amount of dues to be deducted. Such notification will be certified to the Superintendent in writing over the authorized signature of the President of the Association. Changes in the Association membership dues rates will be similarly certified to the Superintendent.

Section 5. The Board recognizes that this is an Agency Shop Fee agreement. In accordance with the NYS laws on such, it is understood that each employee who is a member of the bargaining unit, but who is not a member of the Association, shall have deducted by the District from the employee's pay an amount equivalent to the dues payable by members of the Association with the District remitting such monies collected to the President of the Association once each month. The Association agrees to indemnify and hold harmless the District from any causes of action, claims, loss, or damages incurred as a result of this clause.

### ARTICLE III

#### MANAGEMENT RIGHTS

The District retains the right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and services operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment, which may be used in the operation of its business or in supplying its services, to determine whether and to what extent the work required in operating its business, and to determine whether or not, how, when, with whom, and all other terms and conditions to contract or subcontract part and/or all of the District's transportation services. However, in the event the District considers subcontracting part and/or all of the District's transportation services, the District agrees to discuss and bargain the decision and the impact of such subcontracting with the Association to the extent required by NYS Laws.

### ARTICLE IV

#### SPECIAL MEETINGS

The Superintendent and Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Superintendent or Association are not binding upon either party. These meetings are for the purpose to meet and discuss provisions prior to implementation of the grievance procedure.

### ARTICLE V

#### ASSOCIATION STEWARD

Section 1. Employees within the bargaining unit shall be represented by two (2) stewards. The Association shall furnish the Superintendent with a list of the Stewards names.

Section 2. The District recognizes the right of the Association to designate Association Stewards and alternates. The authority of Association Stewards and alternates so designated by the Association shall be limited to and not exceed the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its

- officers, provided such messages and information
- (1) have been reduced to writing, or
  - (2) if not reduced to writing, are of a routine nature and do not interfere with the District's business.

## ARTICLE VI

### WORKING CONDITIONS

- Section 1. Regular drivers are employees who drive regular assigned routes and work at least four (4) hours total each day school is in session for students. Drivers who work less than a total of 4 hours each day are considered part-time and are excluded from this Agreement.
- Section 2. The standard work year for regular drivers as scheduled by the Superintendent shall not exceed one hundred eighty-nine (189) days.
- Section 3. The regular work schedule of hours and days shall be posted for all employees at the beginning of the school year in September. This schedule shall not be changed permanently during the school year unless the driver(s) is notified by and given an opportunity to discuss the reason(s) for the change with the Superintendent.
- Section 4. Routes shall be set by the Superintendent at the beginning of the school year in September. No driver shall have the driver's route changed permanently during the school year unless the driver is notified by and given an opportunity to discuss the reason(s) for the change with the Superintendent.
- Section 5. At his sole discretion, the Superintendent shall be responsible for assigning all regular drivers to District bus runs.
- Section 6. In the event a scheduled special trip is canceled, the driver assigned to this trip shall be notified of such cancellation as soon as reasonable and the driver is entitled to one hour of pay.
- Section 7. The District shall reimburse drivers for reasonable expenses specifically approved in advance by the Superintendent and incurred by the drivers while taking special trips.
- Section 8. The Superintendent of Schools and the Kendall Bus Drivers' Association hereby agree that if KCS should use transportation vehicles with a student seating capacity of more than 72 students, the District shall provide a bus monitor for regular route trips if so requested by the driver. At its sole discretion the District may assign bus monitors to any regular or special trips.

ARTICLE VII

BUS DRIVER PROTECTION

- Section 1. Bus Drivers shall immediately report all cases of assault suffered by them in connection with their employment to the Transportation Director in writing, which shall contain a detailed report of the incident.
- Section 2. This report shall be forwarded to the Superintendent and then to the Board, and the school attorney shall act in appropriate was as liaison between the bus driver, the police and the courts.
- Section 3. The Board shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a bus driver in any civil or criminal action or proceeding arising out of such incident occurring during the discharge of the bus driver's duties within the scope of his/her employment. The school attorney may be selected by the Board to handle the case.
- Section 4. In the event legal charges are brought against a bus driver as a result of the performance of his/her duties, the bus driver must provide a copy of said legal charges to the Board within ten (10) days. Conditions as set forth in Section 3 above shall be followed.
- Section 5. The Board shall pay for the reasonable cost of replacing or repairing dentures, eyeglasses, clothing, or similar materials which are damaged, destroyed or lost as a result of an assault suffered while the bus drive was in the discharge of duties within the scope of employment. Recoveries by the bus driver under Workmen's Compensation or other insurance of the District for such items shall be credited toward the amount due from the District.
- Section 6. Should a loss of time occur for a bus driver as a result of the above incident in the line of duty, the bus driver shall be paid full salary for the period of such absence, not to exceed thirty (30) calendar days. Special cases are referred to the Board of Education and should be presented in writing by the bus driver. No part of such absences shall be charged against personal leave, sick leave, or deducted from any salary agreement. Recoveries by the bus driver under Workmen's Compensation or other insurance of the District for such loss shall be credited toward the amount due from the District.

## ARTICLE VIII

### TRANSPORTATION OF ALTERNATIVE STUDENTS

Transportation of Alternative Students - Junior/Senior High School students who are in the Alternative Junior High or Alternative High School will be transported other than the regular 3:20 p.m. bus run.

## ARTICLE IX

### LEAVES

Section 1. Paid sick leave shall be provided at a rate of ten (10) days per year accumulative to an unlimited maximum. Sick leave shall be used only for personal illness or physical disability of the employee. At his sole discretion, the Superintendent may require a written statement from a physician verifying any such sick leave after three (3) total days of absence. An accounting of the employee's accumulated sick leave shall be given to each employee at least once annually.

Section 2. Paid bereavement leave shall be provided at a maximum of five (5) days per incident within the immediate family with such leave deducted from the current year's unused sick leave.

Section 3. Paid personal leave shall be provided at a rate of two (2) days per year to take care of matters which cannot be reasonably handled during scheduled work hours including bereavement for other than the immediate family. The Superintendent reserves the right to restrict personal leave to a maximum to two (2) drivers per day. Unused personal leave shall be credited towards the driver's accumulated sick leave.

Section 4. Persons summoned to jury duty shall be allowed to serve without reducing their regular salary. While on jury duty the District shall continue to pay such (employees) their regular salary. Within thirty (30) days after jury duty has ended, such (employees) shall remit by check to the District amount equal to the fees except mileage and meals, which they received for serving on jury duty.

Section 5. In conjunction with the birth or adoption of a child, a child care leave without pay, benefits, or accumulating seniority shall be granted to a driver for up to a maximum of twelve (12) months. At least thirty (30) days prior to the commencement of such a leave, the driver must notify the Superintendent in writing of the reason for plus the dates for beginning and for ending such a leave. At the end of such a leave the driver shall be assigned to a regular driver position.



Section 6. Drivers may apply for a general leave of absence without pay, benefits, or accumulating seniority from one (1) day up through a maximum of twelve (12) months. For such leaves the driver shall apply in writing, including a statement of the reason(s) for and length of such a leave, to the Superintendent who at his sole discretion may or may not grant such a leave. At the end of such a leave the driver shall be assigned to a regular driver position.

## ARTICLE X

### HEALTH INSURANCE

Section 1. The District's Health Insurance Program including major medical shall be made available to all regular drivers.

Section 2. a. for bus drivers who were employed as bus drivers in the District before July 1, 1994, the District shall pay 90% and the bus drivers shall pay through payroll withholding 10% of the premium costs for single or family plan coverage; and for bus drivers hired in the District on or after July 1, 1994, the District shall pay 80% and the bus driver shall pay through payroll withholding 20% the premium costs for single plan or family plan coverage; and the policies and companies shall be selected by the Board of Education with prior written notification to the Kendall Bus Drivers' Association; and bus drivers who do not participate in the District Health Insurance program for a whole school year shall be paid \$900 for 2001-2002, \$950 for 2002-2003, and \$1,000 for 2003-2004. to the extent allowed by Federal, State and Local laws and/or regulations the District shall deduct the bus driver members required contributions to the health insurance program before taxes and social services are applied.

Disability Insurance - To the extent allowed by Federal, State and Local laws and/or regulations, the District shall deduct the bus driver's required contributions to disability insurance before taxes and social security are applied.

## ARTICLE XI

### SENIORITY

Section 1. Seniority is determined by the length of continuous service as a regular bus driver with the District. If two or more persons begin employment the same day, their seniority shall be determined by the order in which they were appointed by the Board as recorded in its official meeting minutes.

Section 2. A driver forfeits his accumulated seniority if he/she:

- a. quits or resigns;
- b. is discharged for cause; or
- c. is laid off for a period longer than twenty-four (24) consecutive months.

Section 3. Within two (2) weeks after the execution of this Agreement, the Superintendent shall provide the Association with a seniority listing of the names of all employees covered by this Agreement including the length of their service as a regular driver with the District. This list shall be updated at least once each year by the Superintendent.

Section 4. In the event of reduction in force, the least senior regular driver shall be laid off. Drivers shall be recalled according to most seniority.

## ARTICLE XII

### GRIEVANCE

- A. DEFINITION: A grievance is a claim by a driver or group of drivers that there has been a violation, misinterpretation, or inequitable application of a provision of this agreement.
- B. FIRST STAGE: The driver orally and informally confers with the Head Bus Mechanic to seek acceptable resolution of the grievance within five (5) school days after the act or conditions causing the grievance occurred.
- C. SECOND STAGE: If the grievant is not satisfied with the informal response from the First Stage, within five (5) school days after receiving the informal response the grievant may commit the grievance to writing and file it with the Superintendent.  
Within five (5) school days after receipt of the written grievance, the Superintendent shall hold a meeting with the drivers and the Head Bus Mechanic regarding this grievance.  
The Superintendent shall render a decision in writing to the driver within five (5) school days after the conclusion of this meeting.

D. THIRD STAGE: If the driver is not satisfied with the decision at the Second Stage, the driver may file an appeal in writing with the Board of Education within ten (10) days after the conclusion of the meeting, render a decision in writing.

E. FOURTH STAGE: If the Association is not satisfied with the decision at the Third Stage, the Association may file an appeal in writing for arbitration within (10) days after receiving the Third Stage decision. The Superintendent and the Association shall then promptly attempt to agree upon an arbitrator after the notice of appeal. If the Superintendent and the Association are unable to agree upon an Arbitrator within five (5) working days, then the Superintendent and the Association shall request the NYS Public Employment Relations Board to submit a list of seven (7) persons qualified as arbitrators. With the Superintendent going first, the Superintendent and the Association shall remove one name from the list with the last remaining name becoming the Arbitrator for this grievance.

The decision of the Arbitrator shall be final and binding upon the Superintendent and the Association. However, it is expressly agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify and/or exceed such terms.

The expenses of the Arbitrator, the hearing room, and the transcripts of the testimony if the Superintendent and the Association mutually agree to have such testimony transcribed, shall be borne equally by the District and the Association. The fees paid to the Arbitrator shall be based on the schedule established by the NYS Public Employment Relations Board. All other expenses shall be paid by the party incurring them.

#### ARTICLE XIII

##### BULLETIN BOARDS

Section 1. The District shall provide a bulletin board at a place designated by the District for the purpose of posting the following:

- a) Notices of Association recreation and social affairs.
- b) Notices of Association elections.
- c) Notices of Association appointments and reports of Association meetings.
- d) Notices of Association meetings.
- e) Other notices considered bona fide Association activities and which have no other general distribution, or posting by the drivers.

Section 2. There shall be no other general distribution, or posting by drivers or pamphlets, advertising or political matter, notices of any other kind of literature upon school district property other than as herein provided.

Section 3. The Superintendent has the right to inspect and approve all material which the Association proposes to post.

#### ARTICLE XIV

##### ASSOCIATION AFFILIATES

Section 1. Duly authorized representatives of any Union with whom the Association chooses to affiliate shall be permitted to visit the buildings of the District during the regular business hours upon prior notification to the District, for the purpose of investigating grievances and observing conditions under which the drivers are working. Such visits, however, shall not interfere with or delay the drivers in the performance of their duties.

Section 2. The Superintendent shall give such affiliated Union a list of all its transportation supervisors, Representatives and any changes as they occur.

#### ARTICLE XV

##### WORKMEN'S COMPENSATION

Any time the District receives reimbursed monies under the Workmen's Compensation Law as a result of an on-the-job injury to a driver, the Superintendent shall pro-rate an equivalent amount of sick leave and re-issue this pro-rated sick leave to the driver's accumulated sick leave up to the maximum accumulation allowed by this Agreement.

#### ARTICLE XVI

##### INDIVIDUAL AGREEMENTS

The District agrees not to enter into any individual or collective agreement which in any way conflicts with the terms and provisions of this Agreement. Any such other agreements shall be null and void.

ARTICLE XVII

PERSONNEL FILE

Upon reasonable request a driver shall have the right to review and to copy the contents of the driver's personnel files except for confidential pre-employment reference information. The driver shall be entitled to be accompanied by other person(s) of the driver's own choice during such review. The driver shall have the right to respond in writing to any non-confidential materials found in the driver's personnel files, and to have such a response included in such files.

ARTICLE XVII

RETIREMENT

- A. Plans Section 75-i and Section 41-j of the New York State Employees Retirement System shall be made available to all regular drivers.
- B. At the time of retirement, regular drivers are eligible to use their unused accumulated sick leave as follows:
  - 1. for regular drivers who are in the NYS Employees' Retirement System and who are participating in the District's Health Insurance Program, they shall receive one (1) year's health insurance paid at the same percentage as was paid their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days, or they may elect in writing to receive one (1) year's cash payment in the same amount as was provided during their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days;
  - 2. for regular drivers who are in the NYS employees' Retirement System and who are receiving a cash payment in lieu of Health Insurance, they shall receive one (1) year's cash payment in the same amount as was paid their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days, but these drivers shall not be eligible for Health Insurance Program payment percentages;
  - 3. for regular drivers with ten (10) or more years of consecutive full-time service as a regular driver who are not in the NYS Employees' Retirement System and who are participating in the District's Health Insurance Program, they shall receive one (1) year's health insurance paid at the same percentage as was paid their last working year for each full block of fifteen (15) unused sick days, or they may elect in writing to receive one (1) year's cash payment in the same amount as was provided during their last working year for each full block of fifteen (15) unused sick days;

4. for regular drivers with ten (10) or more years of consecutive full-time service as a regular driver who are not in the NYS Employees' Retirement System and who are receiving a cash payment in lieu of Health Insurance, they shall receive one (1) year's cash payment in the same amount as was paid their last working year for each full block of fifteen (15) unused sick days; and
5. blocks of unused accumulated sick leave in denominations less than fifteen (15) full days shall not be prorated.

#### ARTICLE XIX

##### DISCIPLINE OR DISMISSAL

The District retains the right to discipline and/or dismiss employees for cause in accordance with NYS Civil Service Laws. Decisions on such discipline or dismissal are subject to the GRIEVANCE PROCEDURE in ARTICLE X of this Agreement.

#### ARTICLE XX

##### SALARY

For the 2001-02 school year, the starting salary for new drivers shall be \$11,500. The pay schedule is as follows:

Peggy Ellis	2000-01 +7%
Suzanne Harper	2000-01 +7%
Sandy Wilson	2000-01 +7%
Linda Hofer	2000-01 +6%
Pat Corcoran	2000-01 +6%
Laura Belson	2000-01 +6%
Donald Powell	2000-01 +5%
Sharon Patt	2000-01 +4%
Kathy Akey	2000-01 +4%
William Boehly	2000-01 +4%
Joanne Necaster	2000-01 +4%
Cheryl Harper	2000-01 +3%
Robert Graden	2000-01 +3%
Cindy Tinkous	2000-01 +3%
Teresa Donahue	2000-01 +3%
Evelyn Hurt	2000-01 +3%
Ron Patterson	2000-01 +3%
Kathi McFarlane	2000-01 +3%

- B. For the 2002-03 school year, the starting salary for new drivers shall be \$11,500. and each regular driver's salary shall be increased by 4.0%.
- C. For the 2003-04 school year, the starting salary for new drivers shall be \$11,500. and each regular driver's salary shall be increased by 4.0%.

- D. Drivers who are appointed to a regular position during the second semester of a school year shall have their salary increased only to the starting salary for the next school year.
- E. Drivers shall receive the following one-time, non-accumulative, lump-sum payments as Service Awards upon completion of the following consecutive years of service as regular bus drivers in the District:
- (1) \$200 after 5 consecutive years,
  - (2) \$300 after 10 consecutive years,
  - (3) \$500 after 15 consecutive years,
  - (4) \$550 after 20 consecutive years, and
  - (5) \$700 after 25 consecutive years.

## ARTICLE XXI

### SPECIAL TRIPS

Section 1. Each regular driver is expected to be available for driving approved special bus trips. If no regular drivers are voluntarily available for a special trip, drivers may be assigned such trips by the Superintendent based on the seniority roster.

Section 2. Assignments to special bus trips shall be made according to a rotational system based on the seniority roster of all regular drivers except that:

- (a) a driver's regular route shall take preference over special trips unless determined otherwise by the Superintendent;
- (b) special trips for certain sports activities or educational trips may be assigned by the Superintendent to the District's certified staff who are classified as Occasional Drivers;
- (c) special trips for the transport of school supplies such as band instruments and skis may be assigned by the Superintendent to any approved drivers employed by the District; and
- (d) non-District groups who contract with the District for special trips shall have the right to select specific driver(s).
- (e) wherever reasonable the District shall attempt to schedule special trips to afford the regular drivers with the opportunity to take such trips.

Section 3. The salary for special trips shall be:

- (a) \$12.08 per hour for 2001-2002,
- (b) \$12.56 per hour for 2002-2003, and
- (c) \$13.06 per hour for 2003-2004.

ARTICLE XXII

WAITING TIME

Any regular driver whose daily assignment includes one (1) or more hours of on duty non-driving time between regular routes shall be paid the federal minimum wage for each of these waiting time hours in addition to the driver's regular salary.

ARTICLE XXIII

LICENSE RENEWALS

The District shall reimburse regular drivers fifty percent (50%) of the costs for them to renew the parts of their drivers' licenses, which are relevant to their regularly assigned responsibilities. Any regular driver who resigns from a regular bus driver position prior to three (3) years after being reimbursed for a license renewal shall pay back to the District before the effective date of the resignation an amount equal to 33.33% of the reimbursed amount of each year less than three (3).

ARTICLE XXIV

NEGOTIATIONS PROCEDURES

- A. NEGOTIATING TEAMS - The Board, or its designated representatives, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. OPENING NEGOTIATIONS - Either party may request to open negotiations for a successor agreement by notifying the other party in writing between January 15 and February 1 of the last year of this Agreement. If so requested the parties shall meet between February 2 and February 15 to exchange written proposals and to set up the dates and times for bargaining sessions which shall not exceed three (3) hours per session without the mutual consent of both parties.
- C. NEGOTIATIONS PROCEDURES - Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters, and to exchange all available pertinent information. Meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.



- D. CONSULTANTS -The parties may call upon consultants to assist in preparing for negotiation, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- E. REACHING AGREEMENT -The entire proposed new Agreement as reached between the negotiating teams shall be committed to writing and provided to the Association, the Superintendent and the Board of Education before any of them shall consider it for formal approval. After approval by the Association, the Superintendent, and the Board of Education, the new Agreement will be executed and put into timely effect accordingly.
- F. RESOLVING DIFFERENCES -Should represented parties reach an impasse as defined in the "Public Employees Fair Employment Act" such impasse shall be resolved according to the procedure established in Section 209 of said act.

#### ARTICLE XXV

##### SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any driver or groups of drivers shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXVI

##### APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVII

DURATION AND CHANGES

Section 1. The provisions of this Agreement shall become effective July 1, 2001 and shall remain in full force and effect through June 30, 2004.

Section 2. This Agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto, shall supersede the provisions herein.

SUPERINTENDENT OF SCHOOLS  
KENDALL CENTRAL SCHOOL

KENDALL BUS DRIVERS ASSOCIATION

by



Michael C. O'Laughlin  
Superintendent

by



Margaret Ellis  
KBA President

cc:Board of Education  
Dennis Eames, SEIU

